

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>DEUTSCHE BANK TRUST COMPANY</b>	:	<b>CIVIL ACTION</b>
<b>AMERICAS As Trustee for the</b>	:	
<b>Registered Holders of Wells Fargo</b>	:	
<b>Commercial Mortgage Securities, Inc.</b>	:	
<b>Multifamily Mortgage Pass-Through</b>	:	
<b>Certificates, Series 2016-KS06</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>GREENFIELD OF PERKIOMEN</b>	:	
<b>VALLEY, LLC</b>	:	<b>No. 23-1439</b>

**MEMORANDUM**

**Savage, J.**

**December 27, 2023**

Plaintiff Deutsche Bank Trust Company Americas, as trustee for Wells Fargo, moves for summary judgment against Greenfield of Perkiomen Valley seeking foreclosure of a commercial mortgage. Defendant does not oppose the motion.

On February 5, 2016, Greenfield borrowed \$12,550,000 from Capital One Multifamily Finance, LLC.<sup>1</sup> The loan was secured by a mortgage on Greenfield Senior Living, a senior living facility located in Schwenksville, Montgomery County, Pennsylvania.<sup>2</sup> The loan was assigned to Wells Fargo.<sup>3</sup>

Greenfield has failed to make required payments to Wells Fargo of both the principal amount and accrued interest since September 2022.<sup>4</sup> On December 1, 2022, Wells Fargo

---

<sup>1</sup> Statement of Undisputed Facts ¶ 5, ECF No. 19.

<sup>2</sup> *Id.* ¶ 7. Defendant executed a Multifamily Note (the “Note”), a Multifamily Mortgage, Assignment of Rents and Security Agreement (the “Mortgage”), and a Multifamily Loan and Security Agreement (the “Loan Agreement”). *Id.* ¶¶ 6-7, 9.

<sup>3</sup> *Id.* ¶ 15.

<sup>4</sup> *Id.* ¶¶ 19-20.

sent a Notice of Default to Greenfield.<sup>5</sup> Fifteen days later, it sent Greenfield a Notice of Acceleration, declaring the entire loan accelerated and immediately due and payable.<sup>6</sup>

On September 8, 2022, Greenfield borrowed \$400,000 from Newco Capital Group VI LLC and granted it a security interest in the mortgaged property.<sup>7</sup> On February 2, 2023, Wells Fargo notified Greenfield that the Newco transaction violated the loan agreement.<sup>8</sup>

Summary judgment is appropriate “if the movant shows that there is no genuine dispute as to any material fact and [that] the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). Even when the non-movant does not respond to the motion for summary judgment or present contravening facts, we must conduct an independent analysis to determine whether the movant is entitled to summary judgment. See Fed. R. Civ. P. 56(e)(3) advisory committee’s note to 2010 amendment (recognizing that “summary judgment cannot be granted by default even if there is a complete failure to respond to the motion”); E.D. Pa. Local R. Civ. P. 7.1(c). The court must ensure that “the motion and supporting materials . . . show that the movant is entitled to it.” Fed. R. Civ. P. 56(e)(3). In short, even in the absence of opposition, summary judgment may be granted only if the moving party demonstrates that there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law.

The facts are undisputed and Deutsche Bank is entitled to judgment as a matter of law. Greenfield is in default, having failed to make the required mortgage payments and having transferred an interest in the mortgaged property. Both events constitute

---

<sup>5</sup> *Id.* ¶ 21.

<sup>6</sup> *Id.* ¶¶ 24-25.

<sup>7</sup> *Id.* ¶ 28.

<sup>8</sup> *Id.* ¶¶ 30-31.

defaults, triggering acceleration of the loan balance. The principal balance together with interest and fees is \$13,412,278.29.<sup>9</sup>

---

<sup>9</sup> Deutsche Bank submitted an itemized list of damages. Damages include the principal balance of \$11,146,144.25; \$642,383.25 in interest from October 1, 2022 through December 31, 2023; \$603,130.25 in default interest covering September 1, 2022 through December 31, 2023; \$12,777.53 in late fees; \$203,022.78 in property protection advances; \$150,932.62 in tax advance; \$48,898.95 in insurance advance; \$51,147.25 in interest on advances; \$1,100 in administration fees and quote fees; and \$557,307.21 for a prepayment premium. The amount is reduced by \$4,565.80 for escrow, reserves, and suspense. Suppl. Decl. of Ariel Levin ¶ 3, ECF No. 21.